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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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December 08, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF NO-ADDITIONAL COST EXTENSION
FOR NCQA ACCREDITATION PROJECT CONSULTING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend the term of a Consultant Services Agreement with Syntro Limited for up to an additional two-year period in order to complete the remaining deliverables under the Agreement

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Director), or his designee, to execute an amendment to Agreement No. H-702676 with Syntro Limited (Syntro), to extend the term for a period of one year, effective January 1, 2010 through December 31, 2010, at the same rates and with no increase in the Agreement maximum obligation.
2. Delegate authority to the Director, or his designee, to extend the Agreement on a month-to-month basis after December 31, 2010 for up to one additional year, to and including December 31, 2011, at no additional cost to the County.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 DECEMBER 8, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Agreement with Syntro expires December 31, 2009. Approval of the first recommendation will enable the Director, or his designee, to execute Amendment No. 1 (Exhibit I) to extend the term of the Agreement for one year. This is necessary in order for the consultant to complete the agreed upon deliverables related to preparing the Community Health Plan (CHP) for accreditation as a managed care organization by the National Committee for Quality Assurance (NCQA).

CHP chose to delay NCQA accreditation to allow sufficient time to improve CHP's Health Plan Effectiveness Data Information Set (HEDIS) scores, as HEDIS scores generally account for approximately 40 percent of a managed care organization accreditation score. Additionally, as CHP is the only Health Plan for the In-Home Supportive Services Health Benefits Program line, CHP made a business decision to seek accreditation for the MMCP and Healthy Families Programs only. In the interim, CHP has requested Syntro to defer completion of the remaining tasks and deliverables, with a plan to resume services by September 2010.

Approval of the second recommendation will allow the Department of Health Services (DHS) to extend the term of the Agreement on a month-to-month basis for up to one additional year, as necessary to complete the agreed upon deliverables, if determined by the Director, or his designee, it is in the best interest of DHS to do so.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County's maximum obligation to Syntro under the Agreement is \$421,000. Of this maximum obligation, funding in the amount of approximately \$132,000 is still available to pay for completion of the remaining deliverables. Prior to implementation of this Agreement, CHP worked in collaboration with the Contractor to project the number of billable hours needed to complete each deliverable. Subsequently, CHP has closely tracked the expenditure of contract funds and hours claimed to complete each deliverable. Based on monitoring the Contractor's claims for nearly two years, DHS is confident that the balance of deliverables can be completed within the remaining balance of \$132,000. Funding for this Amendment is included in the Fiscal Year 2009-10 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 13, 2007, your Board approved Agreement No. H-702676 with Syntro for the provision of consultation, training and reporting, to assist CHP with achieving NCQA accreditation as a managed care organization for CHP's Healthy Families and In-Home Supportive Services Workers Health Benefits Program product lines, effective through December 31, 2009, with a maximum obligation of \$421,000. The Agreement covers a range of tasks with specific deliverables to be completed by the consultant.

CHP will file the appropriate program amendment with the Department of Managed Health Care, in accordance with Title 28. 1300.51 (d).

Exhibit I has been approved as to form by County Counsel. This Amendment includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended extension period will enable CHP to schedule completion of the remaining deliverables.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, cursive script.

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:kh

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

AMENDMENT NO. 1

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and SYNTRO LIMITED
(hereafter "Contractor").

WHEREAS, of the tasks and deliverables identified in Agreement Exhibit A-1, NCQA ACCREDITATION PROJECT CONSULTING SERVICES STATEMENT OF WORK, Contractor has completed four (4) out of the six (6) tasks and deliverables, and certain subtasks related to the two (2) remaining tasks and deliverables; and

WHEREAS, it is the desire of both parties to extend the term of this Agreement for a period of one year, effective

January 1, 2010 to and including December 31, 2010, in order for Contractor to complete the remaining tasks and deliverables identified in Agreement Exhibit A-1, NCQA ACCREDITATION PROJECT CONSULTING SERVICES STATEMENT OF WORK; specifically Subtasks 2.1, 2.6, 2.10, 3.1, 3.4 and 3.5; and

WHEREAS, if additional time is required, beyond December 31, 2010, for the Contractor to complete the remaining tasks and deliverables described above, and it is determined necessary to do so by the Interim Director of Health Services, or his designee, the term of this Agreement shall be extended on a month-to-month basis, for a period of up to twelve (12) months; and

WHEREAS, Agreement provides that changes may be made in the form of written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree to amend the Agreement as follows:

1. The Amendment shall become effective January 1, 2010.
2. Paragraph 1, TERM, shall be revised to read as follows:

"This Agreement shall be effective upon the date of Board approval, and shall continue, unless sooner terminated or canceled as provided herein, in full force

and effect to and including December 31, 2010. The County shall have the sole option to extend this Contract term, on a month-to-month basis, for up to one (1) additional one-year period. Such option and extension shall be exercised at the sole discretion of the Director of Health Services (hereafter referred to as "Director"), or his designee. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, the Director or his designee shall provide Contractor with written notification of the extension.

3. Paragraph 3, DESCRIPTION OF SERVICES shall be amended to replace Exhibit A-1, STATEMENT OF WORK, with Exhibit A-2 STATEMENT OF WORK, attached hereto and incorporated herein by reference.

4. Paragraph 14 CONTRACTOR'S OFFICES shall be revised to read as follows:

"Contractor's primary business offices are located at 2269 S University Drive #425, Davie, FL 33324. Contractor's primary business telephone number is 954-915-9670 and facsimile/FAX number is 866-398-6869. Contractor shall notify in writing County's Community Health Plan of any change in its primary business address, business

telephone number, and business facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

5. Paragraph 15 NOTICES, Subparagraph B, shall be revised to read as follows:

"B. Notices to Contractor shall be addressed as follows:

Syntro Limited
2269 S University Drive #425
Davie, FL 33324
Attention: Kathy Amy, President"

6. Paragraph 51 of the Additional Provisions shall be added and shall read as follows:

"51. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit

financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

7. Paragraph 52 of the Additional Provisions shall be added and shall read as follows:

"52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.18 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of

Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

SYNTRO LIMITED

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
[CONTRACTS AND GRANTS DIVISION](#)